

COUNTY OF SAN DIEGO HEALTH AND HUMAN SERVICES AGENCY
SERVICE CONTRACT AUTHORIZATION
AND INDEPENDENT CONTRACTOR AGREEMENT

DATE: February 17, 2004CONTRACT NO. 44182
AMENDMENT NO. 6

TO: California Forensic Medical Group (CFMG), Contractor. Pursuant to the changes clause, you are directed to make the changes described herein to the Contract or do the following described work not included in the previously agreed upon Statement of Work.

Title of Contract or Project: Correctional Facilities Medical Services Program

1. Description of Contract Change and/or Work To Be Done:

- Reduces the fixed price payment amounts for the months of March, April, and May 2004 from \$409,724 to \$262,493 to reflect a delay in Contractor's staffing the East Mesa Juvenile Detention Facility until June 2004.
- For the June 2004 fixed price payment, adds a one time lump sum payment amount of \$34,500 to reimburse the Contractor for the costs of entering into an agreement with County Emergency Medical Services to provide access to paramedic ambulance services for the East Mesa Juvenile Detention Facility beginning June 1, 2004 and extending through June 30, 2006. Any subsequent refunds to Contractor made by County Emergency Medical Services shall be paid to County Medical Health Quality Assurance.
- Reduces Contractor's annual payment by \$232 in FY 03/04, \$696 in FY 04/05 and \$708 in FY 05/06 for an additional computer modem and telephone line at Kearny Mesa Juvenile Hall.
- Adds contingent language to adjust monthly payment amounts should the East Mesa services be delayed beyond June 2004.

2. Remove and replace the following with pages marked "Amendment 006", dated "Revised 02/04":

- Section C – Special Terms and Conditions

Areas where changes have been made are marked on the margin with changes identified in bold.

3. All other terms and conditions remain in.

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposed change is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified herein. Adjust fixed price contract costs for new totals of \$4,331,415 for FY 2003-04; \$5,175,096 for FY 2004-05; and \$5,397,648 for FY 2005-06. New Contract total is: \$27,189,802.

**THIS AMENDMENT IS NOT EFFECTIVE UNTIL
APPROVED BY THE DIRECTOR OF PURCHASING
AND CONTRACTING.**

CONTRACTOR:

DEPARTMENT REVIEW AND RECOMMENDED
APPROVAL:

BY: Don Hustedt Date: 2-11-04
 DON HUSTEDT, Vice President, Finance
 California Forensic Medical Group, Inc.
 3000 Camino del Rio South, Suite 200
 San Diego, CA 92108
 (619) 649-8994

BY: Elena Pascual Date: 2/17/04
 for ELENA PASCUAL, CONTRACTS MANAGER
 PUBLIC HEALTH SERVICES

APPROVED: Winston F. McColl
 BY: Winston F. McColl Date: 2-23-04
 for WINSTON F. MCCOLL, DIRECTOR
 PURCHASING AND CONTRACTING

COUNTY OF SAN DIEGO
HEALTH AND HUMAN SERVICES AGENCY
CORRECTIONAL FACILITIES MEDICAL SERVICES (CFMS) PROGRAM
SECTION C - SPECIAL TERMS AND CONDITIONS

1. **ADMINISTRATION.** The Purchasing and Contracting Deputy Director is the designated Contracting Officer and is the only County official authorized to amend this Agreement.

- 1.1 The County has designated the following individual as the Contracting Officer's Technical Representative (COTR), who may also be called the Contract Administrator:

Elena Pascual, Contracts Manager
Public Health Services
Health and Human Services Agency
1700 Pacific Highway, MS P511E
San Diego, CA 92101
(619) 515-6575 FAX (619) 685-2423

- 1.1.1 The COTR will direct County contract administration functions. The COTR is designated to receive, review, and approve Contractor invoices, audit and inspect Contractor's records, inspect Contractor services, and provide contract technical guidance as required. The COTR is not authorized to amend any terms and conditions of the contract. Amendments to the scope of work or total contract price shall be made only by the Contracting Officer issuing a properly executed contract amendment.

- 1.2 Contractor's Health Administrator. Contractor shall designate the following individual(s) as the Contractor's Health Administrator:

<u>Elaine Hustedt, Vice President, Operations</u>
Name Title

<u>300 Foam Street, Suite B, Monterey, CA 93940</u>	<u>(831) 649-8994</u>	<u>(831) 649-8286</u>
Mailing Address	City	Zip

<u>(831) 649-8994</u>	<u>(831) 649-8286</u>
Phone No.	Fax No.

2. **TERM OF CONTRACT.**

- 2.1 The term of this Agreement shall commence with award on the effective date January 21, 1999 for transition and phase in with full contract performance on March 26, 1999 and continue through and including June 30, 2006.

- 2.2 The County of San Diego retains the right to exercise zero additional one (1) year periods. At the end of the contract term:

- 2.2.1 County shall have the option to extend the term of this Agreement in one or more increments for a total of no less than one (1) and no more than six (6) calendar months at the discretion of the County Purchasing and Contracting Deputy Director. Such extension shall become effective when the written contract amendment is signed by the Contractor and the County no less than fifteen (15) calendar days prior to expiration of any contract term.

- 2 **CONTRACT TYPE** This is a firm-fixed price contract.

- 3 **COMPENSATION.** County will pay the Contractor a sum not to exceed \$13,904,159 for the period July 1, 2003 through June 30, 2006. This sum may be adjusted in accordance with paragraph 4.3 below.

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4 METHOD OF PAYMENT.

4.1 An original invoice shall be submitted to the COTR for review, approval and processing for payment by the County of San Diego.

4.1.1 To comply with the County of San Diego Administrative Code a copy of each invoice shall be submitted to the County Auditor and Controller, 1600 Pacific Highway, Room 306, San Diego, CA 92101.

4.1.2 The monthly invoice shall be submitted within ten days following the end of the month, for the prior month's service and be accompanied by a certification, signed by the Contractor's Health Administrator, of completion of the work required by Section D - Statement of Work and Technical Specification and certification that Contractor's employees are not listed on the GSA Excluded Parties Listing or the OIG List of Excluded Individuals/Entities.

4.2 Upon concurrence by the County, Contractor will be paid as follows:

4.2.1 Fixed Price Payments:

4.2.1.1 \$3,331,415 for the period July 1, 2003 through June 30, 2004 as follows:

4.2.1.1.1 \$262,493 for monthly payments from July through May (includes \$5,976 per month for Kearny Mesa Mental Health LVN services)

4.2.1.1.2 \$409,492 for the monthly payment for June (includes \$5,976 per month for Kearny Mesa Mental Health LVN services)

4.2.1.1.3 a one-time lump sum payment of \$34,500 in June 2004 to reimburse the Contractor for the costs of paramedic ambulance services for the East Mesa Juvenile Detention Facility beginning June 1, 2004 and extending through June 30, 2006. Any subsequent refunds made by County Emergency Medical Services shall be paid to County Medical Health Quality Assurance.

4.2.1.2 \$5,175,096 for the period July 1, 2004 through June 30, 2005 as follows:

4.2.1.2.1 \$431,258 in twelve monthly payments (includes \$8,304 per month for Kearny Mesa Mental Health LVN services).

4.2.1.3 \$5,397,648 for the period July 1, 2005 through June 30, 2006 as follows

4.2.1.3.1 \$449,804 in twelve monthly payments (includes \$8,661 per month for Kearny Mesa Mental Health LVN services).

The above prices are fixed except for the following contingent adjustments:

4.3.1 Starting on July 1, 2005 and thereafter there will be a per diem daily charge of \$2.67 per inmate over the cap (1020) if the quarterly average daily population (ADP) is in excess of 1020 in the juvenile facilities, and a per diem daily credit of \$2.67 per inmate under the floor (920) if the quarterly ADP is below 920 in the juvenile facilities.

4.3.1 The contract pricing after June 1, 2004 assumes that the County will begin populating the East Mesa Juvenile Detention Facility in June 2004. If this assumption is incorrect, and the County is unable to populate East Mesa in June 2004 the following adjustments will be made to the monthly pricing.

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- 4.3.1.1 June 2004 monthly price will be reduced to \$262,261 (includes \$5,976 per month for Kearny Mesa Mental Health LVN services). In addition, the one-time lump sum payment of \$34,500 will be reduced to \$0. When East Mesa is populated by juveniles, the County shall pay Contractor a lump sum payment equal to the number of months that East Mesa will be populated through June 30, 2006 multiplied by \$1,380 for each month.
- 4.3.1.2 For the period July 1, 2004 through June 30, 2005, for every month that East Mesa is not populated, Contractor's monthly payment will be reduced to \$265,273 (includes \$8,304 per month for Kearny Mesa Mental Health LVN services).
- 4.3.1.3 For the period July 1, 2005 through June 30, 2006, for every month that East Mesa is not populated, Contractor's monthly payment will be reduced to \$276,681 (includes \$8,661 per month for Kearny Mesa Mental Health LVN services).
- 4.4 The County is precluded from making payments prior to receipt of services or supplies (advance payments). Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated in this Contract.
- 4.5 Notwithstanding any other provision of this Contract, County may elect not to make a particular payment on the Agreement if:
 - 4.5.1 Misrepresentation. Contractor, with or without knowledge, shall have made any misrepresentation of a substantial and material nature with respect to any information furnished to County.
 - 4.5.2 Unauthorized Actions by Contractor. Contractor shall have taken any action pertaining to this Agreement which required County approval, without having first received said approval.
 - 4.5.3 Default. Contractor shall have been in default under any terms and conditions of this Agreement.
- 5. **NOTICE.** Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the County official cited in paragraph 1.1, and to Contractor at address cited in subparagraph 1.2.
- 6. **NOTICE OF DELAY.** Contractor shall, within five (5) days of award of this contract, notify the County in writing of any anticipated delay in the performance of this Contract. This notice shall identify the cause of said delay and indicate the remedial action to be taken by Contractor.
- 7. **DEFINITIONS.**
 - "County" shall mean the County of San Diego, California
 - "Agreement" shall mean this County contract
 - "Contractor" shall mean the legal entity who has entered into this contract with the County to provide the services and equipment described herein
 - "Vendor" and "Provider" shall mean the same as Contractor
 - "Exhibit" shall mean the same as "Section" in this Contract
 - "Terms and Conditions" shall mean the requirements specified by this Contract

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"Detainee" shall mean a juvenile or adult in the custody of the County Probation Department.

8. **PRECEDENCE;** In the event that any provision of the Contract and included Sections A, B, C, D, E, F, or G conflicts with any other term or condition, precedence shall be: First (1st) Section A (Questions and Answers); Second (2nd) Section C (Special Terms and Conditions); Third (3rd) Section B (General Terms and Conditions); Fourth (4th) Section D (Statement of Work and Technical Requirements); Fifth (5th) Section E (CFMG Revised Best and Final Offer dated December 1, 1998); Sixth (6th) Section F (CFMG Best and Final Offer dated November 20, 1998); Seventh (7th) Section G (CFMG Technical and Price Proposal dated September 18, 1998); and Eighth (8th) CFMG proposal dated February 3, 2003 as amended.
10. **FINGER PRINTING.** The County shall require Contract staff who come into contact with detainees to be finger printed at Contractor's expense and in compliance with County procedures. Finger printing will be done by County staff. The prints will be processed by the Office of the Marshal and/or District Attorney Office, review of the prints will be made by the California Department of Justice (CDOJ). Contractor shall pay fees for processing and reviewing fingerprints. The Contractor shall submit two (2) checks in the amounts indicated below with each set of prints submitted for processing and review.
 - 10.1 The fee for processing is twenty dollars (\$20.00), check to be made payable to the County of San Diego and the fee for reviewing finger prints is thirty-two dollars (\$32.00), check made payable to the California Department of Justice. These fees are subject to change at any time. Contractor shall pay the most current costs for processing background clearances utilizing the County's current procedures.
11. **CHARACTER AND CONDUCT OF EMPLOYEES.** The County shall perform background investigations on Contractor's employees who come into contact with detainees. The County will not accept the employment of individuals it deems unsuitable. The Contractor's employees who normally and regularly come into direct contact with detainees or County employees will be clearly identifiable through such means as name badges, name tags or identification cards.
 - 11.1 At the County's discretion, the County may issue County identification cards to Contractor personnel. If issued, the following shall apply:
 - 11.1.1 County identification cards are to be worn by the individual named on the card at all times while in County facilities or performing duties under County contracts.
 - 11.1.2 County identification cards will be issued to Contractor for use by his/her staff. Such identification cards shall not identify a Contractor's employee as a County of San Diego employee. Identification cards will remain the property of the County and are returnable upon demand by the County or upon expiration of this contract.
 - 11.1.3 Contractor assumes all responsibility for his employee's use of and the return of the County I.D. cards. Contractor will be assessed fifty dollars (\$50.00) for each card not returned.
 - 11.2 The Contractor will assure that its employees perform services in a courteous, helpful and impartial manner. All employees of the Contractor will refrain from belligerent behavior and/or profanity. Contractor shall take all necessary steps to correct any belligerent behavior by its employees and shall assure the County of San Diego that any belligerent behavior shall not be repeated by the offending employee.
12. **PROFESSIONAL RESPONSIBILITIES.** Contractor's employees shall comply with County Probation

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Department facilities' standards of conduct.

12.1 **INTERACTION WITH DETAINEES.** The following general provisions set forth the standards for Contract staff with respect to their association with detainees, and further delineates the limitations to their interactions.

12.1.1 **Establish Professional Relationship.** Contractor's staff shall develop a professional relationship with detainees by adhering to Probation Department's established protocols and treating all detainees with respect.

12.1.2 **Avoid Social Contacts.** Contractor's staff shall avoid discussing personal lives or establishing social contacts with detainees and their families and ex-detainees.

12.1.3 **Over-familiarity.** Contractor's staff shall avoid over-familiarity with detainees and shall maintain professional distance.

12.1.4 **Report to Probation Department Facility Administrator.** Contractor's staff shall report to the Probation Department facility administrator any attempt by the detainees and their families to become unduly familiar.

12.1.5 **Unnecessary Physical Contact with Detainees is Prohibited.** Unnecessary physical contact between Contractor's staff and detainee can lead to many problems, including accusations of sexual molestation, harassment, or physical abuse.

12.1.6 **No Correspondence Unless Approved.** Contractor's staff shall not correspond by any form of communication or take pictures of a detainee, ex-detainee or with any member of a detainee's or ex-detainee's family, except as required by official duties. Contractor's staff shall immediately notify the Probation Department facility administrator of any attempt by a detainee or family to improperly communicate with Contract staff.

12.1.7 **Contractor Misconduct.** Failure to observe these standards of conduct is a material breach of contract and Contractor shall be required to take any and all actions necessary to remedy the breach.

13. **POSSESSORY USE TAX.** Possessory interest tax will be applicable to the County property used by the Contractor in performance of the RFP services. Property Tax Rule 21 (18 C.C.R. Section 21) defines possessory interest as follows:

"Possessory interest means an interest in real property which exists as a result of possession, exclusive use, or a right to possession or exclusive use of land and/or improvements unaccompanied by the ownership of a fee simple or life estate in the property...". Possessory interest does not apply to equipment or furnishings. Such taxes will be treated as a "pass-through" payment to the Contractor with no overhead, G&A or profit added. The County will reimburse the Contractor within 5 days of receipt of proof of payment of such taxes.